

TOWN OF KITTERY

200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1329 Fax: (207) 439-6806

May 27, 2015

Council Chambers

Kittery Town Council
Regular Meeting
7:00 p.m.

1. Call to Order
2. Introductory
3. Pledge of Allegiance
4. Roll Call
5. Agenda Amendment and Adoption
6. Town Manager's Report
7. Acceptance of Previous Minutes - None
8. Interviews for the Board of Appeals and Planning Board
9. All items involving the town attorney, town engineers, town employees or other town consultants or requested officials.
10. PUBLIC HEARINGS
 - a. (050315-1) The Kittery Town Council moves to hold a public hearing pursuant to Section 6.11 (2) of the Town Charter to approve and ordain a 3-year waste handling agreement with EcoMaine.
 - b. (050315-2) The Kittery Town Council moves to hold a public hearing on an application from Michael Prete, 35 Sampson Rd. Rochester, NH for a Victualer's License for Blind Pig Provisions, 2 Badgers Island West.
 - c. (050315-3) The Kittery Town Council moves to hold a public hearing on an application from Kates Bakery and Café LLC, 1 Badgers Island West, Kittery ME for a Victualer's License for Kate's Bakery and Café, 1 Badger's Island West.
 - d. (050315-4) The Kittery Town Council moves to hold a public hearing on a renewal application of Capital Video Corporation, 44 Bedson Road, Cranston, RI, for a Viewing Booths License for Amazing.net, 92 Route 236.

11. DISCUSSION

- a. Discussion by members of the public (three minutes per person)
- b. Response to public comment directed to a particular Councilor
- c. Chairperson's response to public comments

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- a. Donations/gifts received for Council disposition

b. (050315-5) The Kittery Town Council moves to authorize the location of a sign inside the public right-of-way at 22 Route 236, as described in the April 13, 2015 proposal prepared by the PTE Precision Machine.

c. (050315-6) The Kittery Town Council moves to approve a one day extension of the premise on the current liquor license for the Black Birch, from 9:00am – 10:00pm for the Kittery Block Party on June 20, 2015.

d. (050315-7) The Kittery Town Council moves to approve a renewal application from Suzanne's Village Café & Bistro LLC, 373 Southside, York, ME for a Malt, Spirituous and Vinous Liquor License for Misto!, 436 US Route 1.

e. (050315-8) The Kittery Town Council moves to approve the annual renewal list for Victualers licenses.

f. (050315-9) The Kittery Town Council moves to approve the annual renewal list for the Amusement Devices licenses.

- g. (050315-10) The Kittery Town Council moves to approve the disbursement warrants.

h. (050315-11) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Kittery Community Center Board of Directors, to interview Jean Lincoln for her re-appointment to that board until 05/30/18.

i. (050315-12) The Kittery Town Council moves to appoint a representative to meet with the Chair of the Educational Scholarship Selection Committee, to interview George Dow for appointment to that board until 2/8/18.

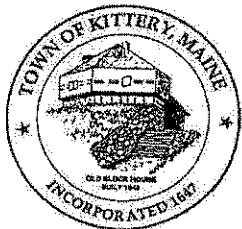
j. (050315) 13 The Kittery Town Council moves to appoint Peter Whitman to the Port Authority until 8/31/18 to fill the unexpired term of Dan Arbo.

k. (050315-14) The Kittery Town Council moves to appoint a Councilor to the Kittery Community Center Board of Directors until 3/26/18, to fill the expired term of Jeff Thomson.

14. COUNCILOR ISSUES OR COMMENT

15. COMMITTEE AND OTHER REPORTS
 - a. Communications from the Chairperson
 - b. Committee Reports
16. EXECUTIVE SESSION
17. ADJOURNMENT

Posted: May 21, 2015



TOWN OF KITTERY

Office of the Town Manager

200 Rogers Road, Kittery, ME 03904

Telephone: 207-475-1329 Fax: 207-439-6806

ncolbertpuff@kitteryme.org

Nancy Colbert Puff
Town Manager

Town Manager's Report to the Town Council May 27, 2015

1. **Eyes of the World (EOTW) Preschool Program at the Kittery Community Center (KCC)** – A mother of a student in the preschool program recently paid this compliment to the program and staff:

"I just wanted to share some compliments about Dawn and the Eyes of the World Preschool program that I heard recently from the staff at Mitchell Elementary School. Last week I brought my daughter, who has been at EOTW since September 2013, to kindergarten registration at Mitchell School. While speaking with various members of the staff at Mitchell about Jacqueline's preschool experience and her readiness for kindergarten, I often felt like I had enrolled my daughter at the Harvard of preschools! I was told that kids who had been with Dawn for preschool come to kindergarten with the skills they need to be successful students, both academically and socially...It was a great feeling as a parent to know that my daughter had been at preschool that was so highly regarded by the staff at Mitchell and had been taught by an educator with whom people have evident confidence in and respect for..."

As always, if you have any questions or concerns prior to the meeting, please do not hesitate to contact me.
Thank you.

Respectfully Submitted,

Nancy Colbert Puff



CONTRACT MEMBER MUNICIPALITY
WASTE HANDLING AGREEMENT

This Agreement, dated as of _____, is entered into by and between **THE TOWN OF Kittery**, a municipality and body corporate existing under the laws of the State of Maine (hereinafter referred to as the "MUNICIPALITY") and **ecomaine**, a Maine non-capital stock nonprofit corporation.

WHEREAS, the MUNICIPALITY is required by Maine law to provide facilities for the safe and efficient disposal of certain solid waste generated within the MUNICIPALITY; and

WHEREAS, it is the policy of the State of Maine to promote and foster resource conservation and resource recovery from solid waste; and

WHEREAS, **ecomaine** is willing and able to operate a solid waste disposal system and to accept and process the MUNICIPALITY'S solid waste upon the terms contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the parties hereby agree as follows:

Article I

Definitions

As used in this Agreement the following terms shall have the following meanings:

A. Acceptable Waste means that portion of Solid Waste, including Recyclable Materials, within the boundaries of the Municipality characteristic of that collected and/or disposed of as part of normal municipal or ordinary household, institutional, commercial and industrial Solid Waste including, but not limited to, the following:

(1) Garbage, trash, rubbish, paper and cardboard, plastics and refuse, and processible portions of commercial and industrial Solid Waste, to the extent that **ecomaine** reasonably determines that the air emission criteria and standards applicable to and at the Facility or any Substitute Facility or applicable landfill are not violated, and to the extent that any such Solid Waste is no more than two and one-half (2½) feet in any dimension unless **ecomaine** reasonably determines that

the size and shape of such Solid Waste will not prevent appropriate processing at the Facility; and

(2) Wood and lumber, tree limbs, branches, ties, logs and trees, if no more than two and one-half (2 ½) feet long and four (4) inches in diameter, and leaves, twigs, grass and plant cuttings, provided that the MUNICIPALITY shall not be obligated to deliver or cause to be delivered any items listed in this subpart (2) to the Site, and further provided that such items may be delivered to the Site by or on behalf of the MUNICIPALITY on an irregular basis only, and shall represent an insignificant portion of the total Waste delivered to the Site and shall be subject to reasonable restrictions established by **ecomaine** on amounts and times of delivery.

Notwithstanding any provisions to the contrary, Unacceptable Waste, including Hazardous Waste, shall not be "Acceptable Waste" and is explicitly excluded therefrom. Furthermore, any substances which as of the date of this Agreement are included as "Acceptable Waste", but which are later determined to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall not be "Acceptable Waste" under the terms of this Agreement. However, any substances which as of the date of this Agreement are not included within the definition of "Acceptable Waste" because they are considered harmful, toxic, dangerous or hazardous and which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction, shall be considered "Acceptable Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction or unless such substances are otherwise considered "Unacceptable Waste" or "Hazardous Waste".

B. Agreement means this Agreement, as it may be amended from time to time.

C. Business Day means each Monday, Tuesday, Wednesday, Thursday, Friday and Saturday which is not a holiday as may be designated by **ecomaine**.

D. Delivery Hours means the period of hours on each Business Day set by **ecomaine** during which Acceptable Waste may be delivered to the Site. Delivery Hours may be temporarily suspended or modified by **ecomaine** due to Shutdowns or hazardous conditions or lawful orders to do so, provided, however, that in the event of any suspension in delivery hours, **ecomaine** shall be obligated to use reasonable efforts to obtain a Substitute Facility at which it may Handle Acceptable Waste as soon as reasonably possible in the circumstances.

E. Effective Date means July 1, 2015.

F. Facility means the waste-to-energy plant and the recycling facility (consisting of all buildings, equipment, installations and the like) owned and operated by **ecomaine**, located at the Site.

G. **RESERVED**

H. Handle means to store, transfer, collect, separate, recycle, bale, salvage, process, reduce, recover, incinerate, designate to a Substitute Facility, treat or otherwise dispose of.

I. Hazardous Waste means Waste which by reason of its composition, characteristics or other inherent properties is dangerous to Handle by ordinary means, or which may present a substantial endangerment to health or safety, or which presents a reasonable possibility of adversely affecting the operation of the Facility or the System. "Hazardous Waste" shall also mean Waste which is defined as harmful, toxic, dangerous or hazardous at any time during the term of this Agreement pursuant to (i) the Solid Waste Disposal Act, 42 U.S.C. §§6901 et seq., as amended; and (ii) the Maine Hazardous Waste, Septage and Solid Waste Act, 38 M.R.S.A. §§1301 et seq., as amended; and (iii) any other Federal, State, county or local codes, statutes or laws; and (iv) any regulations, orders or other actions promulgated or taken with respect to the items listed in (i) through (iii) above; provided, however, that any such materials which are later determined not to be harmful, toxic, dangerous or hazardous by any governmental agency or unit having appropriate jurisdiction shall not be considered "Hazardous Waste" unless a contrary determination has been or is made by any other governmental agency or unit having appropriate jurisdiction.

J. Municipal Waste means Acceptable Waste, excluding Recyclable Materials, for which Tipping Fees are paid by the MUNICIPALITY and which (i) was delivered to the MUNICIPALITY'S transfer station or (ii) was otherwise collected by or on behalf of the MUNICIPALITY.

K. Pit means the storage area or areas at the Site from which Acceptable Waste will be extracted for disposal or other Handling.

L. Processed Waste means the Waste that is actually delivered to the Site by or on behalf of the MUNICIPALITY and which is removed from the delivery vehicle or container or which is otherwise accepted for Handling at the Site.

M. Recyclable Materials shall mean solid materials, which are Acceptable Waste and from which resources other than energy may be recovered by **ecomaine** through collection, processing and recovery. The present list of accepted Recyclable Materials is: newsprint, old mail, catalogs, paperback books, magazines, office paper, paperboard, boxes, paper bags, corrugated cardboard, paper egg cartons, milk cartons, juice cartons, all #1 - #7 rigid plastic containers, milk jugs, water jugs, detergent bottles, bleach bottles, clear & colored glass bottles, metal cans, and aluminum. **ecomaine** may, from time to time, add materials to this list.

N. Recycle means to recover, separate, collect and reprocess Recyclable Materials for sale or reuse other than use as a fuel for the generation of heat, steam or electricity.

O. Residue means by-products of the Handling of Processed Waste that are not themselves Hazardous Wastes. Such by-products may include, but are not limited to, ash, process rejects, and unprocessable Wastes.

P. Shutdown means a full or partial cessation of operation of the Facility.

Q. Site means the Facility and ancillary activities located at 64 Blueberry Road, Portland, Maine.

R. Solid Waste means useless, unwanted or discarded solid material with insufficient liquid content to be free flowing. The fact that a solid waste or constituent of the waste may have value or other use or may be sold or exchanged does not exclude it from this definition.

S. Substitute Facility means any facility or landfill for disposal of Solid Waste not owned or operated by **ecomaine**, which is used or designated by **ecomaine** to handle any Acceptable Waste of the MUNICIPALITY during periods that the Facility is not in operation. **ecomaine** covenants it shall not divert MUNICIPALITY's Waste to substitute facilities that are not properly licensed to handle and accept such Waste.

T. Tipping Fee means the payments required to be made by the MUNICIPALITY to **ecomaine** pursuant to Article VI hereof.

U. Ton means a quantity of 2,000 pounds.

V. Unacceptable Waste means that portion of Solid Waste which is not Acceptable Waste and includes, but is not limited to, sewage and its derivatives, sludges from air or water pollution control facilities, septic tank sludge, fish processing residuals (including crustacean shells), agricultural wastes, construction and demolition debris, materials which generate objectionable odors, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended, Hazardous Waste, Solid Waste which may cause emission limitations to be violated, Solid Waste with heating values determined by **ecomaine** to be extreme, and Solid Waste which is more than two and one-half (2½) feet in any dimension unless deemed by **ecomaine** to be Acceptable Waste.

W. Waste means items, materials or substances delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

X. Weight Slip means a weight record containing the weight, date, time and vehicle identification of each vehicle entering and exiting the Site.

Article II

Representations, Warranties and Covenants

A. **ecomaine** warrants and represents to the MUNICIPALITY the following:

(1) It is a non-capital stock, non-profit corporation duly organized and validly existing under the laws of the State of Maine in good standing, and authorized to do business under the laws of the State of Maine and that it has full power and authority to execute and to enter into this Agreement and is qualified to perform this Agreement in accordance with its terms.

(2) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of **ecomaine** and its Board of Directors, and this Agreement constitutes the legal, valid and binding obligation of **ecomaine** enforceable in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought.)

(3) The execution, delivery and performance of this Agreement will not violate any provision of law, any order of any court or other agency of government, **ecomaine's** by-laws or recording certificate, or any indenture, material agreement or other instrument to which **ecomaine** is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of **ecomaine**.

B. The MUNICIPALITY warrants and represents to **ecomaine** each of the following:

(1) The execution and delivery of this Agreement has been duly authorized by all appropriate actions of its governing body, this Agreement has been executed and delivered by an authorized officer of the MUNICIPALITY, and this Agreement constitutes the legal, valid and binding obligation of the MUNICIPALITY enforceable upon it in accordance with its terms (except as enforceability may be limited by applicable bankruptcy or similar laws affecting creditors' rights, and by application of equitable principles if equitable remedies are sought).

(2) There is no action, suit, proceeding or investigation at law or in equity pending or threatened against the MUNICIPALITY by or before any court or public agency, or to the best of the knowledge of the MUNICIPALITY, any basis therefore, wherein an unfavorable decision, ruling or finding would adversely

affect in any way the validity or enforceability of this Agreement or the transactions contemplated hereby or materially adversely affect the MUNICIPALITY or its financial condition.

(3) The MUNICIPALITY is not party to any agreement (except this Agreement) described in Title 38, Section 1304-B of the Maine Revised Statutes. The MUNICIPALITY is not party to any agreement, indenture, loan or credit agreement or arrangement or any other agreement, resolution, contract, instrument, or subject to any restriction which may reasonably be expected to have any adverse effect on its ability to carry out its obligations under this Agreement or which may reasonably be expected to have a materially adverse effect on its properties, assets, operations or condition, financial or otherwise.

(4) The execution, delivery and performance by the MUNICIPALITY of this Agreement (a) do not and will not violate or conflict with any provisions of the charter of the MUNICIPALITY or any resolution or ordinance of the MUNICIPALITY or any laws of the State of Maine or any other applicable law, regulation, order, writ, judgment or decree of any court, arbitrator, or governmental authority, and (b) do not and will not violate any provision of, constitute a breach or default or constitute an event which with notice and/or the passage of time would constitute a breach or default under the provisions of any indenture, contract, agreement or other undertaking to which the MUNICIPALITY is a party or which purports to be binding on the MUNICIPALITY or on any of its assets.

Article III

Operation of the System

A. **ecomaine** shall, on and after the Effective Date, except as otherwise expressly provided for herein, operate, maintain and administer the Facility so as to be capable of Handling Municipal Waste and Recyclable Materials.

B. **ecomaine** shall be solely responsible for and exclusively entitled to any Acceptable Waste and Recyclable Materials deposited at the Site and any benefits derived therefrom.

C. **ecomaine** shall be obligated to Handle all Residue generated by the Facility.

Article IV

Delivery Of Waste Materials To The Site

A. Commencing upon the Effective Date, the MUNICIPALITY will deliver or cause to be delivered to the Site all Municipal Waste. **ecomaine** will Handle as provided herein all Municipal Waste delivered to the Site.

B. Fees. The Tipping Fees for Municipal Waste shall be as set forth in Article VI.

Article V

Delivery Procedures And Weighing

A. All deliveries of Acceptable Waste to the Site by or on behalf of the MUNICIPALITY shall be made during Delivery Hours in vehicles which are covered or otherwise secured in a manner to prevent objectionable litter and odor. **ecomaine** may reject any Acceptable Waste delivered at hours other than Delivery Hours. **ecomaine** may also reject delivery of Unacceptable Waste. Except as otherwise provided herein, **ecomaine** shall keep the Site open for receipt of Acceptable Waste and Recyclable Materials during Delivery Hours for all Business Days.

B. **ecomaine** shall maintain weighing facilities at the Site for the purpose of determining the total Tonnage of Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY. Each vehicle delivering Waste to the Site shall be weighed in and weighed out, and **ecomaine** shall create and provide to the vehicle a Weight Slip for such Waste. **ecomaine** shall maintain copies of all Weight Slips for a period of at least two years. The MUNICIPALITY shall have the right to inspect and make copies of the Weight Slips upon reasonable advance notice.

C. **ecomaine** shall estimate the quantity of Waste and Acceptable Waste delivered to the Site during any time that all weighing facilities are incapacitated, being tested or are otherwise not available for use, on the basis of vehicle volumes and estimated data obtained from historical information pertinent to the MUNICIPALITY, provided, however, the MUNICIPALITY, at its expense, may have its Waste weighed at an alternative State-certified facility if adequate assurances of accuracy are provided to **ecomaine**. These estimates shall take the place of actual weighing records during such times.

D. Waste which is delivered to the Site and which is not rejected by **ecomaine** as Unacceptable Waste shall be deposited at the Pit. No Waste may be stored outside the Site buildings except during an emergency and then only if applicable environmental, safety and aesthetic requirements are satisfied. Title to and responsibility for all Acceptable Waste shall pass to **ecomaine** when such Acceptable Waste is delivered to the Site.

E. Neither **ecomaine**, nor the MUNICIPALITY shall knowingly permit deliveries by the MUNICIPALITY or its employees, agents or contractors of Hazardous Waste to the Site.

F. The MUNICIPALITY shall pay all costs related to Handling of Unacceptable Waste delivered to the Site by the MUNICIPALITY, its employees, agents, or contractors, provided that the MUNICIPALITY shall not be obligated to pay costs related to the Handling of Unacceptable Waste generated within the MUNICIPALITY but not delivered to the Site by the MUNICIPALITY, its employees, agents or contractors.

Article VI

Tipping Fees

A. The MUNICIPALITY agrees to pay **ecomaine** a Tipping Fee for each Ton of Municipal Waste delivered to the Site.

B.. The Tipping Fee for all Municipal Waste delivered to the Site for Handling by **ecomaine**, shall be equal to the sum of Fifty Seven Dollars and Forty-Two Cents (\$57.42) per Ton from the Effective Date until June 30, 2016, at which time and annually thereafter, the sum shall be adjusted by the percentage increase, if any, in the Consumer Price Index for Urban Consumers Northeast Region, Class B (CPI-U, Northeast B) (all items 1982-1984=100) compared to the previous year. Notwithstanding the preceding, no single, annual adjustment will exceed 7% in any one year.

C. **ecomaine** shall provide the MUNICIPALITY with a monthly invoice for all Tipping Fees and any other amounts due from the MUNICIPALITY for Waste deposited at the Site under the terms of this Agreement during the calendar month preceding issuance of the invoice. If requested by the MUNICIPALITY, Weight Slips shall be attached to the invoice for reconciliation purposes. The MUNICIPALITY shall pay the amount set forth in each such invoice on or before fifteen (15) days after issuance of the invoice. If the MUNICIPALITY fails to pay any invoice when due, the MUNICIPALITY shall be obligated to pay such invoice together with a late charge equal to one and one-half percent (1 ½%) per month on the unpaid portion of that invoice.

D. The MUNICIPALITY pledges its full faith and credit for the payment of Tipping Fees, and other payments required of it under this Agreement, and agrees to levy upon and raise from taxable estates within the MUNICIPALITY by general or special tax the amounts required to make such payments, or to raise such amounts by means of a fee, user charge or other cost sharing or assessment mechanism or to borrow such amounts by issuance of general obligation bonds or notes.

Article VII

Force Majeure

Provided that each party gives written notice to the other of such event, neither party shall be liable for its failure to perform hereunder if its performance is rendered impossible by any act, event or condition beyond its reasonable control which, by exercise of due diligence, it shall be unable to overcome. Such acts, events or conditions shall include, but not be limited to, the following:

- A. Acts of God, hurricane, tornado, lightning, or earthquake;
- B. Acts of war, civil insurrection or terrorism;
- C. Fire or flood not caused by the party unable to perform; or
- D. Injunctions, or restraining orders, judicial or governmental laws, regulations, requirements, orders, actions, or inaction, including the revocation or suspension, or failure to issue or to obtain or renew any Permit, except where the order, action or inaction is due to the acts or omissions of the party claiming the existence of a force majeure hereunder.

Article VIII

Damage, Destruction, Closure

If the Facility or any substantial portion thereof is damaged or destroyed to such an extent that it cannot function, and **ecomaine** shall determine in its sole discretion that restoration, repair or reconstruction is impractical, or if for any other reason **ecomaine** ceases to operate the Facility or if handling of Waste at the Facility is otherwise terminated, **ecomaine** may terminate this Agreement by written notice to the MUNICIPALITY. This Agreement will terminate no less than thirty (30) days after the date of such notice and the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article IX

Term of Agreement

- A. This Agreement shall be effective upon the Effective Date and remain in effect until June 30, 2018, unless sooner terminated pursuant to the terms hereof.
- B. Upon termination of this Agreement or any renewal hereof, by expiration of its term or otherwise, the parties shall have no further obligations hereunder, except for payment of all amounts then due and owing.

Article X

Remedies for Nonperformance

A. In the event that the MUNICIPALITY fails to make payment of any amounts due as provided in this Agreement, **ecomaine** may, following thirty (30) days written notice, terminate this Agreement.

B. Unless caused by force majeure as provided in Article VII hereof, in the event that **ecomaine** fails to Handle Acceptable Waste delivered to the Site by or on behalf of the MUNICIPALITY for a period of at least seven (7) consecutive Business Days, the MUNICIPALITY may terminate this Agreement by written notice received by **ecomaine** within seven (7) Business Days of said failure.

C. In addition to any right of termination provided herein, either party may pursue all remedies available to it in law or in equity to collect the payments and other amounts due as provided in this Agreement, or to enforce performance and observance of any obligation, agreement or covenant under this Agreement, and each party shall bear its own costs for the same.

D. In the event any agreement or covenant contained in this Agreement should be breached by one party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Article XI

Assignment/Delegation

A. Except as otherwise permitted in this Article, this Agreement shall not be assigned or delegated by any party without the prior written consent of the other party.

B. **ecomaine** may assign its interest and obligations hereunder to a person, firm or corporation acquiring all or substantially all of the business and assets of **ecomaine** by transfer of assets or otherwise.

C. Anything to the contrary notwithstanding, the MUNICIPALITY consents to **ecomaine** entering into an indenture of trust and/or mortgage and security agreement of the Facility or Site, and/or assignment of this Agreement or the revenues therefrom with a third party trustee for the purposes of obtaining bond financing and into other loan agreements for the purposes of obtaining conventional or bond financing (which may include agreements with Providers of Credit Enhancement in connection with such financing), with the acknowledgement that under such financing agreements **ecomaine** may be required to pledge and assign its rights in and to the Facility, or Site, and its rights under this Agreement to the Trustee or other lender and/or to any Credit Enhancement Providers as security for its debt obligations in event of default.

The MUNICIPALITY consents to the assignment of this Agreement to such parties including the Trustee and any Credit Enhancement Providers (hereinafter collectively called the "Assignee") providing financing or Credit Enhancement for the Facility or Site, or any portions thereof. In the event of any such assignment, and if the documents executed and delivered in connection with any such assignment so require, the following provisions shall apply:

- (1) There shall be no cancellation, surrender, termination, amendment or modification of this Agreement by joint action of **ecomaine** and the MUNICIPALITY without the prior written consent of the Assignee.
- (2) The MUNICIPALITY will mail to each Assignee by certified mail, return receipt requested, at such address as specified by the Assignee, copies of all notices which the MUNICIPALITY may from time to time serve **ecomaine** or any successors, simultaneously therewith.
- (3) In the event that the Assignee gives written notice to the MUNICIPALITY that **ecomaine** is in default under any of the Bonds, or under any agreement with any Credit Enhancement Provider, then the MUNICIPALITY shall make all payments due hereunder directly to the Assignee, and shall deliver Acceptable Waste to the Site as designated thereafter from time to time by the Assignee. Following any such notice of default and unless and until the MUNICIPALITY receives notice from the Assignee to the contrary, the Assignee shall have the right to determine the **ecomaine** budget and to exercise all other rights of **ecomaine** hereunder, and to take such other actions as provided in any agreement between any Assignee and **ecomaine**.
- (4) No waiver by **ecomaine** of any of the obligations of the MUNICIPALITY hereunder and no consent or election made by **ecomaine** or the MUNICIPALITY hereunder and no purported termination of this Agreement by **ecomaine** or the MUNICIPALITY shall be effective against the Assignee without the prior written consent of the Assignee.
- (5) No Assignee shall have any obligation to perform the obligations of **ecomaine** hereunder unless it is in possession or control of the Site (and then only as long as the Assignee is in possession or control of the Site), provided, however, that if the Assignee does not take possession or control of the Site, then **ecomaine** shall continue to have the right to operate the Site (subject to the other terms hereof). The Assignee may, but shall not be obligated to, cure any default of **ecomaine** under this Agreement.

Article XII

Non-Discrimination

ecomaine shall be an equal opportunity and affirmative action employer, and it shall not discriminate on the basis of age, race, religion, color, creed, sex, sexual preference, handicap, financial status, or national origin:

- A. In the persons served, or in the manner of service; or
- B. In the hiring, assignment, promotion, salary determination, or other conditions of employment.

Article XIII

Applicable Law

The laws of the State of Maine shall govern the validity, interpretation, construction and performance hereof.

Article XIV

Amendment Of Agreement

No amendments to this Agreement may be made except in writing signed by both parties. Should this Agreement be assigned under financing arrangements, if financing documents so require the written consent of such assignee shall also be required before any amendment becomes effective.

Article XV

Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid or unenforceable by a final judgment of a Court of competent jurisdiction, or by any other tribunal, board or other entity, the decision of which is binding upon the parties and which becomes final, the invalidity or unenforceability thereof shall in no way affect any of the other covenants, conditions or provisions hereof, provided that such remaining covenants, conditions and provisions can thereafter be applicable and effective without materially changing the obligations of either party.

Article XVI

Notices

All notices herein required or permitted to be given or furnished under this Agreement by either party to the other shall be in writing, and shall be deemed

sufficiently given and served upon the other party if hand delivered or sent by postage prepaid, addressed as follows:

If to **ecomaine**: Kevin Roche, General Manager
ecomaine
64 Blueberry Road
Portland, ME 04102

With a copy to: Mark Bower, Esq.
Jensen Baird Gardner & Henry
Ten Free Street, P.O. Box 4510
Portland, ME 04112

If to MUNICIPALITY:

With a copy to: Nancy Colbert Puff
200 Rogers Rd.
Kittery, ME 03904

Said notice shall be deemed given when mailed. Each party shall have the right, from time to time to designate a different person and/or address by notice given in conformity with this Article.

Article XVII

Binding Effect

The Agreement shall bind upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article XVIII

Other Documents

Each party promises and agrees to execute and deliver any instruments and to perform any acts which may be necessary or reasonably required in order to give full effect hereto, including any consent to or acknowledgment of any assignment of this Agreement by **ecomaine** to any Assignee.

Article XIX

Headings

Captions and headings herein are for ease of reference and do not constitute a part of this Agreement, except all definitions, and their terms, in Article I are part of this Agreement.

Article XX

Counterparts

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original and all of which together shall constitute the same agreement.

Article XXI

Integration

This instrument embodies the whole agreement of the parties, and there are no promises, terms, conditions or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto.

Article XXII

Consents

To the extent that the consent of either party to this Agreement is required to any action of the other party pursuant to any provision of this Agreement, such consent will not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement by their duly authorized officers.

Witnesses:

ecomaine

By: _____
Its General Manager

Town of: Kittery

By: _____

Its



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, Maine 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

MAP 1 LOT 44

APPLICATION FOR VICTUALERS, INNKEEPERS,
AND LODGING HOUSE OPERATORS LICENSE

uc Applicant's name: Michael Prete
(please print)

Residence Address: 35 Sampson Rd Rochester, NH 03867
(please print)

Applicant's mailing address if different from above: 2 Badgers Island W. Kittery ME

Applicant's Date of Birth: 11-21-69 Applicant's Home Telephone Number: 603-866-2546

DBA Name of Business: Blind Pig Provisions
(please print)

Business Address: 2 Badgers Island W. Kittery, Maine
(please print)

Business Telephone Number: 207-703-0079

SIGNATURE OF APPLICANT: [Signature] member DATE: 4/22/15

APPLICANT'S NAME: Michael Prete
(please print)

LICENSE FEE: \$ 50.00 FIRST TIME APPLICATIONS: \$50.00
RENEWAL OF LICENSE: \$25.00
Paid Receipt 371975

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE



5/27

TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, Maine 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR VICTUALERS, INNKEEPERS,
AND LODGING HOUSE OPERATORS LICENSE

Applicant's name: Kate's Bakery and Cafe LLC
(please print)

Residence Address: One Badger's Island West
(please print)

Applicant's mailing address if different from above: _____

Applicant's Date of Birth: 05/15/79 Applicant's Home Telephone Number: 207 459 2517

Name of Business: Kate's Bakery and Cafe
(please print)

Business Address: One Badger's Island West
(please print)

Business Telephone Number: 603 396 2327

SIGNATURE OF APPLICANT: [Signature] DATE: 5/5/15

APPLICANT'S NAME: Kate Schuster
(please print)

LICENSE FEE: \$ 50

FIRST TIME APPLICATIONS: \$50.00
RENEWAL OF LICENSE: \$25.00

PLEASE SUBMIT THIS FORM WITH THE APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE



TOWN OF KITTERY
Office of the Town Clerk
200 Rogers Road, Kittery, ME 03904
Telephone: (207) 475-1328 Fax: (207) 439-6806

APPLICATION FOR VIEWING BOOTHS LICENSE

Name of applicant: Capital Video Corporation
(please print)

Applicants Address: 44 Bedson Rd Cranston RI 02910 Telephone No.: 401-464-4800
(please print)

Business Name: Amazing Net
(please print)

Business Address: 92 Route 231 W. Kittery ME 03904 Telephone No.: 207-439-6255
(please print)

Business Mailing Address: 44 Bedson Rd Cranston RI 02910
(please print)

Name of Owner: Capital Video Corp Name of Operator: _____
(please print) (please print)

Number of Viewing Booths to be Licensed: 8

Have you ever had a license to conduct such a business denied or revoked? Yes _____ No X

If so, describe the circumstances specifically:

Additional information: _____

\$ 160.00 Annual License Fee: \$20.00 per Viewing Booth

SIGNATURE OF APPLICANT: [Signature] DATE: 4/7/2015

APPLICANTS NAME: Gary J. Klein
(please print)

PLEASE SUBMIT THIS FORM AND APPROPRIATE FEE TO THE TOWN CLERK'S OFFICE



TOWN OF KITTERY
200 Rogers Road, Kittery, ME 03904
Telephone: 207-475-1329 Fax: 207-439-6806

REPORT TO TOWN COUNCIL

Meeting Date: Wednesday, May 27, 2015
From: Chris Di Matteo, Town Planner
Subject: Permission for Sign to be located in the public right-of-way, PTE Precision Machine, 22 Route 236
Councilor Sponsor: Jeffery Thomson, Town Council Chair
Attachment: Sign Proposal for PTE Precision Machine

EXECUTIVE SUMMARY

PTE Precision Machine (aka Patten Tool & Engineering Inc.) is seeking permission to install a sign within the public right-of-way as allowed under Title 16.8.10.3.B. The business and property owner has been in contact with the Maine Department of Transportation (MDOT) who are likely to issue a license to place a new sign within the State right-of-way, however, the MDOT is requesting documentation that the Town has no objection.

Public Works Commissioner Norm Albert has reviewed the site and found no issues with replacing the existing sign as long as the new sign does not protrude farther towards the street. The proposed sign conforms to this condition.

STATEMENT OF NEED

As allowed under Title 16.8.10.3.B, PTE Precision Machine requires Town Council permission to install a sign within a public right-of-way.

BACKGROUND

The business owner received a sign permit approval December 18, 2014 with the condition that the new sign be located no less than 55 feet from the center line of Route 236. The condition accounts for the 100 foot wide right-of-way for Route 236 and the absence of a boundary survey that would allow for the specific location of the front property line/ right-of-way.

On April 21, 2015 the Code Enforcement Officer received a proposal seeking permission by the Town Council to install a new sign 40 feet rather than the conditioned 55 feet from the center line of street.

The proposal is attached.

FACTS BEARING ON THE EQUATION

The public right-of-way is owned by the State and prior to issuing a license to PTE Precision Machine, MDOT requires that the Town has no objection to the proposed sign location.

CURRENT SITUATION (STATUS WITH TOWN COUNCIL)

Council approval is required for the request

PROPOSED SOLUTION/RECOMMENDATION

MOVE TO AUTHORIZE THE LOCATION OF A SIGN INSIDE THE PUBLIC RIGHT-OF-WAY AT 22 ROUTE 236, AS DESCRIBED IN THE APRIL 13, 2015 PROPOSAL PREPARED BY PTE PRECISION MACHINE.

RATIONALE FOR THE PROPOSED SOLUTION (INCLUDING COSTS)

(See above)



Matthew W. Howell, Partner
mhowell@clarkandhowell.com
207-363-5208 (Phone)
207-363-5211 (Fax)

165 Woodbridge Rd.
PO Box 545
York, ME 03904-0545

April 13, 2015

Robert Marchi, CEO
Town of Kittery
200 Rodgers Rd. Ext.
Kittery, ME 03904

Re: Sign Proposal for PTE Precision Machine

Dear Mr. Marchi:

I am writing to you on behalf of my client, PTE Precision Machine, and in regard to a recent sign application that it filed with the Town. As you may be aware, my client is currently in the process of re-branding its business, and installing a new sign along Route 236 is part of their re-branding process. The Town had granted my client's sign application back in January, but the Town had requested that the sign not be less than 55 feet from the centerline of Route 236. I believe that distance is too far from the travelled way to be noticed by consumers or people passing by, but I also believe that the Town's distance restriction is not in conformance with the Town Code or current practices along Route 236.

I ask that you please have Town Counsel review the attached proposal that I believe provides a workable compromise. Please feel free to contact me should you have any questions.

Sincerely,

CLARK & HOWELL, LLC

A handwritten signature in black ink, appearing to read "M. W. Howell".

Matthew W. Howell

Enclosure

cc: Kevin Stine



PTE Precision Machining New Sign Proposal

22 Route 236
Kittery, ME 03904

207-439-1555
(Fax) 207-439-2781

aaron@pte-precision-machining.com
www.pte-precision-machining.com

Table of Contents

- I. Purpose.....2
 - Rebranding
- II. Our Site.....2
 - Property Lines
 - Current Sign
 - Topography
- III. Town Code4
 - Article X, Title 16.8.10.3 C
 - Article X, Title 16.8.10.3 B
- IV. Sign Location (As Directed on 12-Jan-2015).....6
 - Possible Location 1 - Next to Driveway
 - Possible Location 2 - On Top of the Hill:
- V. Proposal.....8

Purpose

Rebranding

Patren Tool and Engineering is going through a rebranding process to hone our focus and refresh our image. Beginning in 2015, we are now PTE Precision Machining (abbreviated PTE). Our new, unlighted sign will be an important component in the rebranding process. Our hope is that this updated signage will bring more business for us and the Kittery community.

Our Site

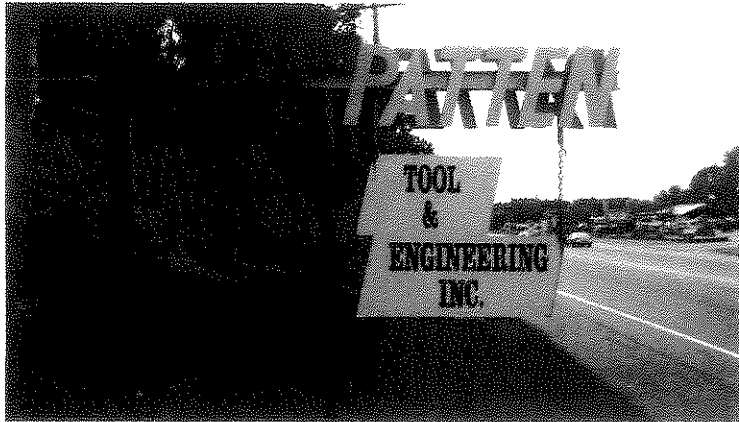
Property Lines

PTE Precision Machining stands on Route 236 in Kittery, Maine with 206 feet of frontage. At this point on Route 236, there is one travel lane (see picture below).



Current Sign

The edge of the current Parren Tool and Engineering sign stands approximately 31.5 feet from the centerline of Route 236.



Topography

PTI Precision Machining is located at the top of a sharp incline. Due to this incline, the driveway at the north end of the business is extremely steep. Looking from the south, the grade of the hillside entirely obscures the driveway (refer to first picture above).

Nearby Business Signs

We have measured the sign locations of other Route 236 businesses near PTI. Provided are the approximate distances from the centerline of the road to the closest edge of their signs:

- Two Sons Auto Repair 33 feet
- Kittery Resource Recovery Facility 37 feet
- Island Marine Service 39 feet
- Sunlily Apartments 40 feet (across from PTI)
- Pine Brook Business Suites 40 feet
- Gagne and Son 55 feet (2 lanes, no grade, clear visibility)
- Kennebec Equipment Rental 64 feet (2 lanes with median, no grade, clear visibility)

Town Code

Article X, Title 16.8.10.3 C

Except for signs authorized in Sections 16.8.10.7 and 16.8.10.9, freestanding signs erected after October 1, 1997 must be located at least thirty-three (33) feet from the centerline of any U.S. or state numbered highway less than sixty-six feet (66) feet in width, and at least twenty (20) feet from the outside edge of the paved portion of any travel lane of any U.S. or state numbered highway which has both more than two travel lanes and a total paved portion in excess of twenty-four (24) feet in width.

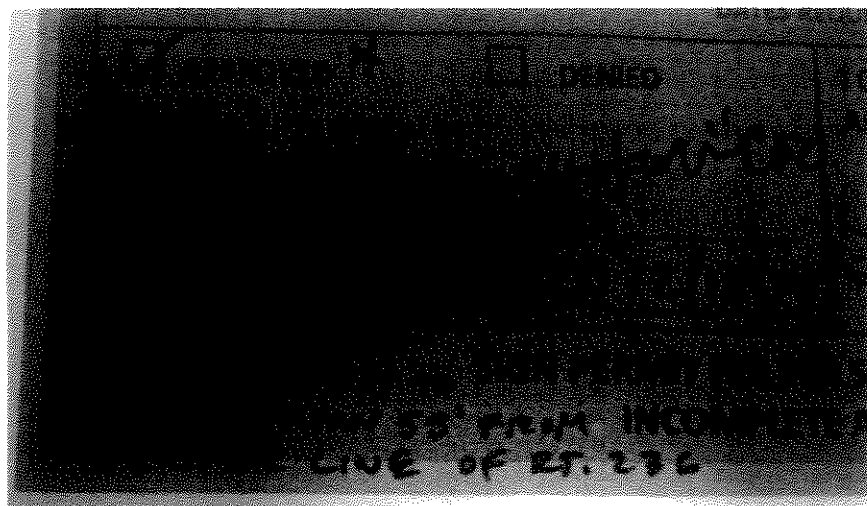
Per the above article, the sign is allowed to be located 33 feet from the centerline of Route 236. The paved portion of the state numbered highway is less than 66 feet in width (it measures 50 feet wide at the point of the current sign). Because there are not two travel lanes, the second half of this paragraph does not apply.

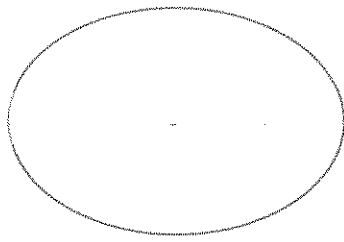
Article X, Title 16.8.10.3 B

All signs must be located outside the full width of the right-of-way of any public way, unless authorized by the Town Council

Per this section of the code, signs are to be installed outside the Right of Way (ROW). The ROW distance for this portion of Route 236 is dependent on a survey from 1978. See survey drawing on the next page. According to the drawing, this "Existing Granite Bound" refers to the ROW as being 100 feet – 50 feet on either side of the center of the road. We were instructed to install our sign 55 feet from the centerline (5 feet outside the ROW) as it was deemed to be a safe distance to allow for small errors of measurement.

This distance was specified by the sign permit application form returned to us on 12 Jan 2015:





Sign Location (As Directed on 12-Jan-2015)

There seem to be two possible locations for a sign installation of 55 feet from the centerline of Route 236. One location is next to our driveway on the extreme northern edge of the property, and another possible location is up on top of the hill in the woods.

Possible Location 1 - Next to Driveway

Looking south:



Our new sign standing 55 feet from the centerline of the road is almost visible.

Looking north:



This location will entirely obscure the sign looking from the south.

Possible Location 2 - On Top of the Hill:

Looking north:



The sign is actually partially visible at this time of year from certain angles, but will be obstructed by foliage during the rest of the year.

Looking south:



The perspective looking south clearly shows how far into the woods our new sign would be. With vegetation, this sign would not be visible from either direction.

Proposal

As you can see from the above photos, a location 55 feet from the centerline of the road is not a practical or reasonable location for our new sign. Comparing this with other businesses near us, this is an unrealistic distance from the road – 15 feet further than every other business near us – indeed, even 18 feet further than the Kittery Resource Recovery Facility sign – which was updated from a “Kittery Solid Waste Facility” sign after September 2011 and therefore should also be in accordance with the Kittery Town Code if the ROW is 100 feet at that point).

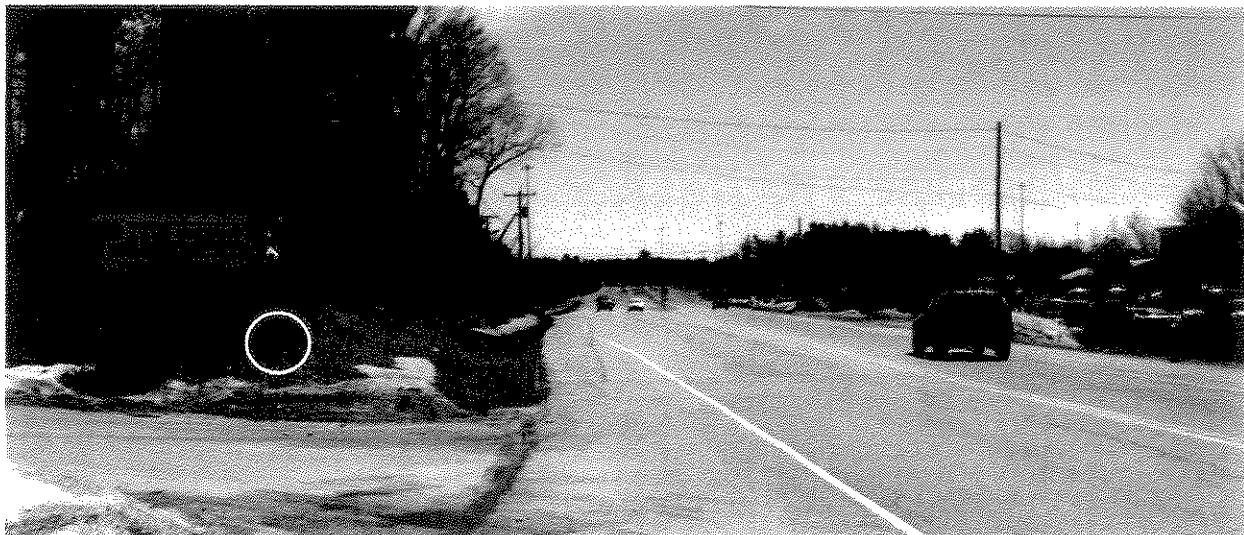
According to Article X, Title 16.8.10.3 C, a reasonable distance would be 33 feet from the centerline. This seems to be what every other business in the area is in accordance with. It is possible that the 100 foot ROW figure in the above survey document may be assuming Route 236 would become or should be two lanes. Route 236, however, is still only one lane at the point of the proposed sign. 55 feet from the centerline, then, would be entirely outside the normal sightline of a driver traveling down 236.

The proposed location (see pictures below) is approximately 40 feet from the centerline of Route 236 – and 3 feet outside the cement post boundary marker (see white circle in below photos). This would be in accordance with the 33 feet referenced above (Article X, Title 16.8.10.3 C). This new location would be approximately 8.5 feet further from the road than the existing sign. This would also allow for safe and proper visibility from the roadway and for cars pulling out of the driveway onto the road. If the road does need to be widened at some point, this simple two post sign can be easily moved to a new location.

In summary:

- 1 – This location would provide safety in allowing the sign to be visible from the roadway
- 2 – A visible sign would bring new business to the Kittery area
- 3 – This new sign would be located 3 feet farther from the road than the Kittery Resource Recovery Facility sign
- 4 – 40 feet from the centerline would be within the code as outlined above (33 feet from the centerline)
- 5 – Our new sign would be located at least the same distance as other business signs in the area
- 6 – A location near our driveway would identify our entrance more accurately than the current sign
- 7 – This location would allow us to leave the trees and vegetation on our hillside
- 8 – A new sign would accurately reflect our rebranding and new business focus of PTE Precision Machining
- 9 – This location would make the sign easily accessible if it needs to be moved at some point

Looking south:



Looking north:



With our rebranding, we hope to achieve a new level of visibility and professionalism in the Kittery area. A new sign would bring more business to our newly renamed company – and to the Kittery community. 55 feet from the centerline of Route 236 puts us in a very awkward position. Do we put the new sign where no one can see it, or continue the use of our old sign that does not accurately reflect our new business? We appeal to the decency of the Kittery Town Council to carefully look at our situation and make a sound decision based on fairness and allow us to locate our sign in a reasonably visible location.

Benjamin Lord
The Black Birch
May 19th 2015

To Whom It May Concern,

Once again, the Kittery Block Party is approaching, and we would like to request a one day extension of premises to use the parking lot at Black Birch to serve food, beer and wine. Last year, the event was a success and drew national exposure for Kittery. It was also the first year that Black Birch used its parking lot, with the approval of the Town of Kittery and the State of Maine for service. It was a beautiful day, and we offered local beer, wines and bar-b-que, set up seating and picnic tables and community members, tourists, and families relaxed and enjoyed the days activities.

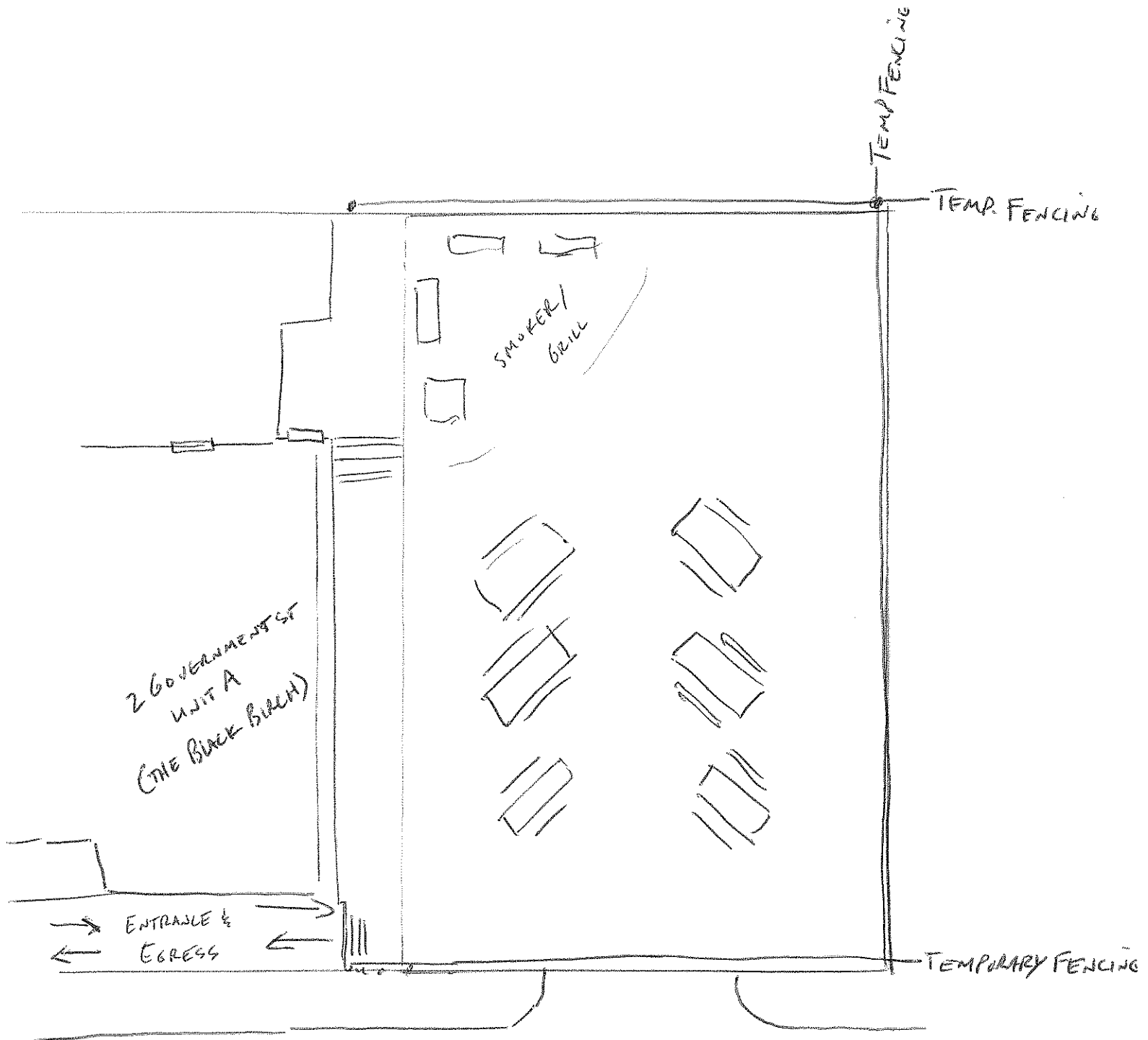
To prepare for the event, we cordoned off the parking lot, an area that cannot be accessed when the roads are closed, raised some shade tents, chairs and tables. The parking lot at 2 Government St is fairly large and in prior years just seemed like dead space during an otherwise boisterous day. We hope that this year you will again agree to a one day extension of our premises, and permit us to serve between 11am and 10pm.

Thank you for your consideration,
Ben Lord

JUNE 20th 2015 EXTENSION OF PREMISE, ONE DAY

BETWEEN 9am AND 10pm

for SERVICE BETWEEN 11AM AND 920pm



**Department of Public Safety
Liquor Licensing & Inspection
Division**



BUREAU USE ONLY

License No. Assigned:

Class:

Deposit Date:

Amt. Deposited:

Promise by any person that he or she can expedite a liquor license through influence should be completely disregarded.

To avoid possible financial loss an applicant, or prospective applicant, should consult with the Division before making any substantial investment in an establishment that now is, or may be, attended by a liquor license.

PRESENT LICENSE EXPIRES 7-7-15

INDICATE TYPE OF PRIVILEGE: ☒ MALT ☒ SPIRITUOUS ☒ VINOUS

INDICATE TYPE OF LICENSE:

☒ RESTAURANT (Class I,II,III,IV)

☐ HOTEL-OPTINONAL FOOD (Class I-A)

☐ CLASS A LOUNGE (Class X)

☐ CLUB (Class V)

☐ TAVERN (Class IV)

☐ RESTAURANT/LOUNGE (Class XI)

☐ HOTEL (Class I,II,III,IV)

☐ CLUB-ON PREMISE CATERING (Class I)

☐ GOLF CLUB (Class I,II,III,IV)

☐ OTHER: _____

REFER TO PAGE 3 FOR FEE SCHEDULE

ALL QUESTIONS MUST BE ANSWERED IN FULL

1. APPLICANT(S) (Sole Proprietor, Corporation, Limited Liability Co., etc.) <u>Stannards Village Cafe + Bistrn LLC</u>		2. Business Name (D/B/A) <u>Misto!</u>	
DOB: _____		DOB: _____	
Address <u>373 Southside</u>		Location (Street Address) <u>436 US Rte 1</u>	
City/Town <u>York ME</u> State <u>ME</u> Zip Code <u>03909</u>		City/Town <u>Kittery</u> State <u>ME</u> Zip Code <u>03904</u>	
City/Town _____ State _____ Zip Code _____		City/Town <u>same</u> State _____ Zip Code _____	
Telephone Number _____	Fax Number _____	Business Telephone Number <u>207 703 0606</u>	Fax Number _____
Federal I.D. # _____		Seller Certificate # _____	

3. If premises is a hotel, indicate number of rooms available for transient guests: N/A

4. State amount of gross income from period of last license: ROOMS \$ _____ FOOD \$ _____ LIQUOR \$ _____

5. Is applicant a corporation, limited liability company or limited partnership? YES ☒ NO ☐

If YES, complete Supplementary Questionnaire

6. Do you permit dancing or entertainment on the licensed premises? YES ☐ NO ☒

7. If manager is to be employed, give name: Assistant Mgrs Marcus Gray, Oliver Gray, Kyle Herba

8. If business is NEW or under new ownership, indicate starting date: _____

Requested inspection date: _____ Business hours: _____

9. Business records are located at: 436 U.S. Rte 1 / State Rd.

10. Is/are applicants(s) citizens of the United States? YES ☒ NO ☐

11. Is/are applicant(s) residents of the State of Maine? YES ☒ NO ☐

12. List name, date of birth, and place of birth for all applicants, managers, and bar managers. Give maiden name, if married:
Use a separate sheet of paper if necessary.

Name in Full (Print Clearly)	DOB	Place of Birth
Suzanne Schepis - Gray	9-28-60	Boston MA
Narcus Gray	6-14-89	Beverly Hills CA
Oliver Gray	8-17-92	Beverly Hills CA

Residence address on all of the above for previous 5 years (Limit answer to city & state)

373 Southside Rd York ME 03909

13. Has/have applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of any State of the United States? YES ☐ NO ☒

Name: _____ Date of Conviction: _____

Offense: _____ Location: _____

Disposition: _____

14. Will any law enforcement official benefit financially either directly or indirectly in your license, if issued?

Yes ☐ No ☒ If Yes, give name: _____

15. Has/have applicant(s) formerly held a Maine liquor license? YES ☒ NO ☐

16. Does/do applicant(s) own the premises? Yes ☒ No ☐ If No give name and address of owner: _____

17. Describe in detail the premises to be licensed: (Supplemental Diagram Required)

Restaurant (cafe + bistro) see diagram

18. Does/do applicant(s) have all the necessary permits required by the State Department of Human Services?

YES ☒ NO ☐ Applied for: _____

19. What is the distance from the premises to the NEAREST school, school dormitory, church, chapel or parish house, measured from the main entrance of the premises to the main entrance of the school, school dormitory, church, chapel or parish house by the ordinary course of travel? 1.25 Which of the above is nearest? church

20. Have you received any assistance financially or otherwise (including any mortgages) from any source other than yourself in the establishment of your business? YES ☐ NO ☐

If YES, give details: Kennebunk Savings

The Division of Liquor Licensing & Inspection is hereby authorized to obtain and examine all books, records and tax returns pertaining to the business, for which this liquor license is requested, and also such books, records and returns during the year in which any liquor license is in effect.

NOTE: "I understand that false statements made on this form are punishable by law. Knowingly supplying false information on this form is a Class D offense under the Criminal Code, punishable by confinement of up to one year or by monetary fine of up to \$2,000 or both."

Dated at: April 13, 2015 on April 13, 2015
Town/City, State Date

Please sign in blue ink

Signature of Applicant or Corporate Officer(s)

Signature of Applicant or Corporate Officer(s)

Print Name

Print Name

MAINE DEPT OF PUBLIC SAFETY

STATE OF MAINE
Liquor Licensing & Inspection Division

164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTARY QUESTIONNAIRE FOR CORPORATE APPLICANTS, LIMITED LIABILITY COMPANIES, AND LIMITED PARTNERSHIPS

1. Exact Corporate Name: Suzanne's Village Cafe + Bistro, LLC
Business D/B/A Name: Misto!
2. Date of Incorporation: May 7, 2013
3. State in which you are incorporated: Maine
4. If not a Maine Corporation, date corporation was authorized to transact business within the State of Maine: _____
5. List the name and addresses for previous 5 years, birth dates, titles of officers, directors and list the percent of stock owned:

Name	<i>Print Clearly</i> Address Previous 5 years	Birth Date	% of Stock	Title
Suzanne Schepis-Gray	373 Southside York ME	9-28-60	100	chef/ owner

6. What is the amount of authorized stock? 1000 Outstanding Stock? _____
7. Is any principal officer of the corporation a law enforcement official? Yes ☐ No ☒
8. Has applicant(s) or manager ever been convicted of any violation of the law, other than minor traffic violations, of the United States? Yes ☐ No ☒
9. If YES, please complete the following: Name: _____
Date of Conviction: _____ Offense: _____
Location: _____ Disposition: _____
Dated at: _____ On: _____
City/Town _____ Date _____

Suzanne Schepis-Gray
Signature of Duly Authorized Officer
Suzanne Schepis-Gray
Print Name of Duly Authorized Officer

April 13, 2015
Date

NOTICE – SPECIAL ATTENTION

All applications for NEW or RENEWAL liquor licenses must contact their Municipal Officials or the County Commissioners in unincorporated places for approval of their application for liquor licenses prior to submitting them to the bureau.

THIS APPROVAL EXPIRES IN 60 DAYS.

FEE SCHEDULE

Class I	Spirituos, Vinous and Malt	\$ 900.00
	CLASS I: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Vessels; Qualified Caterers; OTB.	
Class I-A	Spirituos, Vinous and Malt, Optional Food (Hotels Only)	\$1,100.00
	CLASS I-A: Hotels only that do not serve three meals a day.	
Class II	Spirituos Only	\$ 550.00
	CLASS II: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; and Vessels.	
Class III	Vinous Only	\$ 220.00
	CLASS III: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Vessels; Pool Halls; and Bed and Breakfasts.	
Class IV	Malt Liquor Only	\$ 220.00
	CLASS IV: Airlines; Civic Auditoriums; Class A Restaurants; Clubs with catering privileges; Dining Cars; Golf Clubs; Hotels; Indoor Ice Skating Clubs; Indoor Tennis Clubs; Restaurants; Taverns; Pool Halls; and Bed and Breakfasts.	
Class V	Spirituos, Vinous and Malt (Clubs without Catering, Bed & Breakfasts)	\$ 495.00
	CLASS V: Clubs without catering privileges.	
Class X	Spirituos, Vinous and Malt – Class A Lounge	\$2,200.00
	CLASS X: Class A Lounge	
Class XI	Spirituos, Vinous and Malt – Restaurant Lounge	\$1,500.00
	CLASS XI: Restaurant/Lounge; and OTB.	

FILING FEE..... \$ 10.00

UNORGANIZED TERRITORIES \$10.00 filing fee shall be paid directly to County Treasurer. All applicants in unorganized territories shall submit along with their application evidence of payment to the County Treasurer.

All fees must accompany application, made payable to: **TREASURER, STATE OF MAINE. – DEPARTMENT OF PUBLIC SAFETY, LIQUOR LICENSING AND INSPECTION DIVISION, 164 STATE HOUSE STATION, AUGUSTA ME 04333-0164.** Payments by check subject to penalty provided by Sec. 3, Title 28A, MRS.

MAINE DEPT OF PUBLIC SAFETY

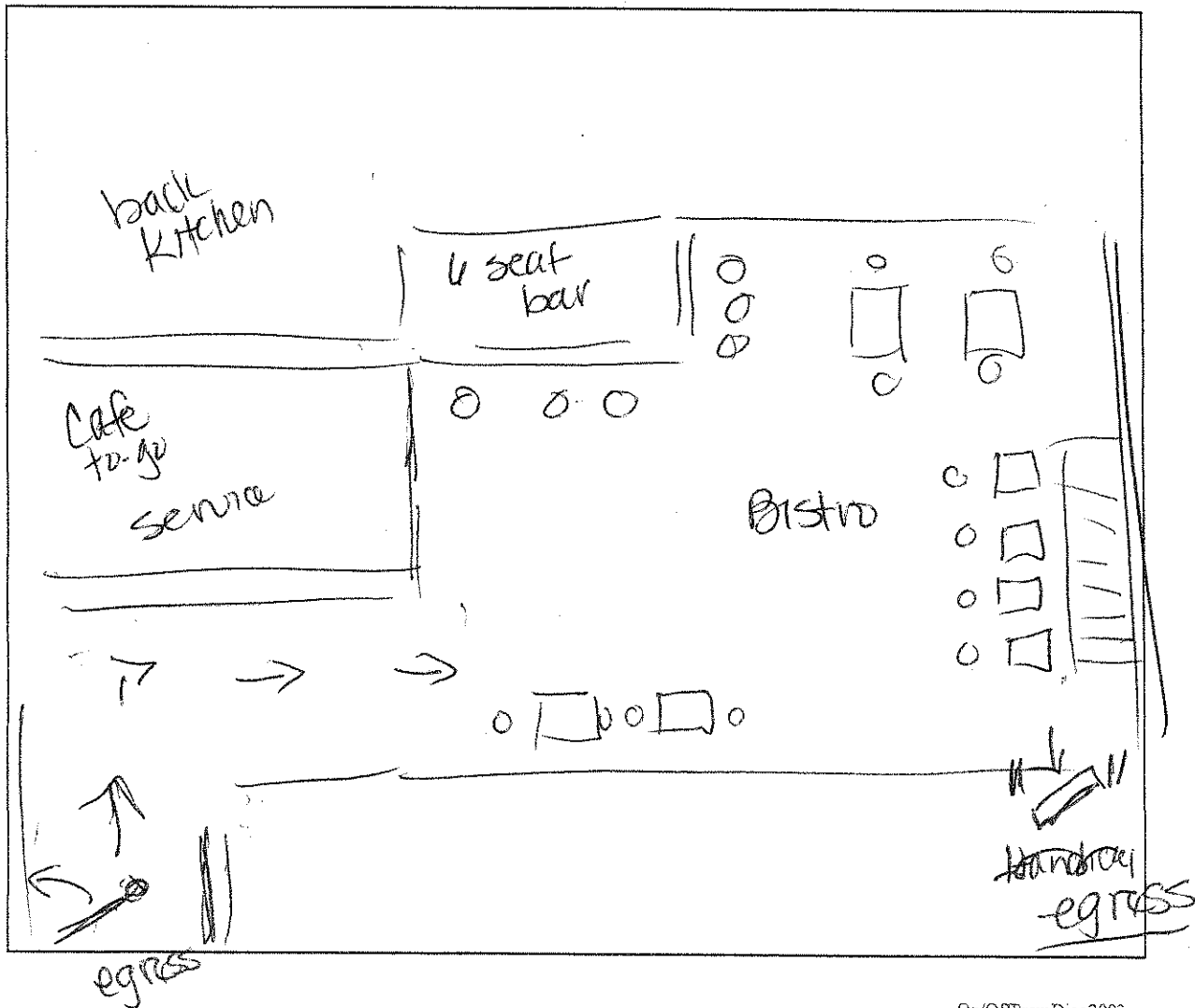
STATE OF MAINE
Liquor Licensing & Inspection Division
164 State House Station
Augusta ME 04333-0164
Tel: (207) 624-7220 Fax: (207) 287-3424



SUPPLEMENTAL APPLICATION FORM ON-PREMISE DIAGRAM

In an effort to clearly define your license premise and the areas that consumption and storage of liquor is allowed, The Liquor Licensing & Inspection Division is requiring all applicants to submit a diagram of the premise to be licensed in addition to a completed license application.

Diagrams should be submitted on this form and should be as accurate as possible. Be sure to label the areas of your diagram including entrances, office area, kitchen, storage areas, dining rooms, lounges, function rooms, decks and all areas that you are requesting approval from the Department for liquor consumption.



STATE OF MAINE

Dated at: _____, Maine _____ SS
City/Town (County)

On: _____
Date

The undersigned being: ☐ Municipal Officers ☐ County Commissioners of the
☐ City ☐ Town ☐ Plantation ☐ Unincorporated Place of: _____, Maine

Hereby certify that we have given public notice on this application and held public hearing thereon as required by Section 653 Title 28A, Maine Revised Statutes and hereby approve said application.

THIS APPROVAL EXPIRES IN 60 DAYS

NOTICE – SPECIAL ATTENTION

§ 653. Hearings; bureau review; appeal

1. **Hearing.** The municipal officers or, in the case of unincorporated places, the county commissioners of the county in which the unincorporated place is located, shall hold a public hearing for the consideration of applications for new on-premise licenses and applications for transfer of location of existing on-premise licenses. The municipal officers or county commissioners may hold a public hearing for the consideration of requests for renewal of licenses, except that when an applicant has held a license for the prior 5 years and a complaint has not been filed against the applicant within that time, the applicant may request a waiver of the hearing.
 - A. The bureau shall prepare and supply application forms. [1993, c.730, §27(amd).]
 - B. The municipal officers or the county commissioners, as the case may be, shall provide public notice of any hearing held under this section by causing a notice, at the applicant's prepaid expense, stating the name and place of hearing, to appear on at least 3 consecutive days before the date of hearing in a daily newspaper having general circulation in the municipality where the premises are located or one week before the date of the hearing in a weekly newspaper having general circulation in the municipality where the premises are located. [1995, c.140, §4 (amd).]
 - C. If the municipal officers or the county commissioners, as the case may be, fail to take final action on an application for a new on-premise license, for transfer of the location of an existing on-premise license or for renewal of an on-premise license within 60 days of the filing of an application, the application is deemed approved and ready for action by the bureau. For purposes of this paragraph, the date of filing of the application is the date the application is received by the municipal officers or county commissioners. This paragraph applies to all applications pending before municipal officers or county commissioners as of the effective date of this paragraph as well as all applications filed on or after the effective date of this paragraph. This paragraph applies to an existing on-premise license that has been extended pending renewal. The municipal officers or the county commissioners shall take final action on an on-premise license that has been extended pending renewal with 120 days of the filing of the application. [1999, c589, §1 (amd).]
2. **Findings.** In granting or denying an application, the municipal officers or the county commissioners shall indicate the reasons for their decision and provide a copy to the applicant. A license may be denied on one or more of the following grounds:
 - A. Conviction of the applicant of any Class A, Class B or Class c crime: [1987, c45, Pt.A§4 (new).]
 - B. Noncompliance of the licensed premises or its use with any local zoning ordinance or other land use ordinance not directly related to liquor control; [1987, c.45, Pt.A§4(new).]
 - C. Conditions of record such as waste disposal violations, health or safety violation or repeated parking or traffic violations on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises or other such conditions caused by persons patronizing or employed by the licensed premises that unreasonably disturb, interfere with or affect the ability of persons or businesses residing or located in the vicinity of the licensed premises to use their property in a reasonable manner; [1993, c.730, §27 (amd).]
 - D. Repeated incidents of record of breaches of the peace, disorderly conduct, vandalism or other violations of law on or in the vicinity of the licensed premises and caused by persons patronizing or employed by the licensed premises; [1989, c.592,§3 (amd).]
 - E. A violation of any provision of this Title; and [1989, c.592, §3 (amd).]
 - F. A determination by the municipal officers or county commissioners that the purpose of the application is to circumvent the provisions of section 601. [1989, c.592, §4 (new).]

[1993, c730, §27 (amd).]

3. **Appeal to bureau.** Any applicant aggrieved by the decision of the municipal officers or county commissioners under this section may appeal to the bureau within 15 days of the receipt of the written decision of the municipal officers or county commissioners. The bureau shall hold a public hearing in the city, town or unincorporated place where the premises are situated. In acting on such an appeal, the bureau may consider all license requirements and findings referred to in subsection 2.
- A. [1993, c.730, §27 (rp).]
4. **No license to person who moved to obtain a license. (REPEALED)**
5. **(TEXT EFFECTIVE 3/15/01) Appeal to District Court.** Any person or governmental entity aggrieved by a bureau decision under this section may appeal the decision to the District Court within 30 days of receipt of the written decision of the bureau.

An applicant who files an appeal or who has an appeal pending shall pay the annual license fee the applicant would otherwise pay. Upon resolution of the appeal, if an applicant's license renewal is denied, the bureau shall refund the applicant the prorated amount of the unused license fee.

2015 VICTUALER'S LICENSE RENEWAL LIST

<u>INSPECTION</u>	<u>BUSINESS</u>	<u>APPLICANT</u>
<u>Passed</u>	7 Eleven 32530 B 169 State Road 439-5767	Attn: Don Chabot DMC Convenience Store Inc. P.O. Box 255 Kittery ME 03904
<u>Passed</u>	AJ's Wood Grilled Pizza 68 Wallingford Square 439-9700	The Ares LLC 68 Wallingford Square Kittery ME 03904
<u>Passed</u>	Amato's 103 US Route 1 Bypass 439-2168	Mac's Convenience Stores LLC P.O. Box 347 Columbus IN 47202
<u>Passed</u>	Anju 7 Wallingford Square #102 207-703-4298	Sonmat, Inc. 7 Wallingford Square #102 Kittery ME 03904
<u>Passed</u>	Anneke Jans 60 Wallingford Square 439-0001	Kittery Foreside LLC 60 Wallingford Square Kittery ME 03904
<u>Passed</u>	Badger's Island Pizza 3 Island Ave 439-5996	Badger's Island Pizza LLC 30 Remicks Lane Kittery ME 03904
<u>Passed</u>	Bagel Caboose 176 State Road 439-5099	Café Lemai, LLC P.O. Box 163 Kittery ME 03904
<u>Passed</u>	Beach Pea Baking Company 53 State Road 439-3555	Beach Pea Baking Company LLC 53 State Road Kittery ME 03904
<u>Passed</u>	Bedrock Lobster Pound 510 U.S. Route 1 439-9423	Betty Crawford 510 U.S. Route 1 Kittery ME 03904
<u>Passed</u>	Belle's on Wheels 10 Shapleigh Road – <u>Post Office Square</u> 508-380-4938	Belle's on Wheels LLC 20 Portsmouth Ave Stratham NH 03885

<u>Passed</u>	Bob's Clam Hut 315 U.S. Route 1 439-4233	Michael Landgarten 578 Haley Road Kittery Point ME 03905
<u>Passed</u>	Burger King 336 U.S. Route 1 439-5516 1-781-893-0990	Mastoran Restaurants, Inc. 2 nd Floor 822 Lexington Street Waltham MA 02452
<u>Passed</u>	Carl's Meat Market 25 State Road 439-1557	Carl's Meat Market, LLC 25 State Road Kittery ME 03904
<u>Passed</u>	Chauncey Creek Lobster Pier 16 Chauncey Creek Road 439-1030	Ronald E. Spinney 25 Goodwin Road Kittery Point ME 03905
<u>Passed</u>	Chun Ping Lau 435 U.S. Route 1, #4 439-6055	Amy Leung 435 U.S. Route 1, #4 Kittery ME 03904
<u>Passed</u>	Circle K #7065 103 US Route 1 Bypass 439-2591	Mac's Convenience Stores LLC P.O. Box 347 Columbus IN 47202
<u>Passed</u>	Circle Subs 167 State Road 439-7655	Paula Reed 167 State Road Kittery ME 03904
<u>Passed</u>	Cupcake Charlie's 345 US Route 1, Suite 10 451-9100	E&J Corporation 4 Sea Spray Lane York ME 03909
<u>Passed</u>	Dunkin Donuts 400 US Route 1 438-0296	Kittery Donuts LLC 369 Lafayette Road Hampton NH 03842
<u>Passed</u>	Enchanted Nights B & B 29 Wentworth Street 439-1489	Nancy Bogenberger 29 Wentworth Street Kittery ME 03904
<u>Passed</u>	Enoteca 88 Pepperrell Road 207-703-0153	Frisbee's Holdings LLC 5 Milano Drive Saugus MA 01906
<u>Passed</u>	Frappe Shack 301 US Route 1 752-9008	Kittery Trading Post Shops LLC 301 US Route 1 Kittery ME 03904

<u>Passed</u>	Fresh Delights 375 US Route 1 – <u>Premium Outlet #4</u> 207-361-4084	Fresh Delights LLC 170 Shore Road Cape Neddick ME 03902
<u>Passed</u>	Global Montello Group Corp. Kittery 286 Route 1 439-6713	Global Montello Group Corp. 800 South Street, Suite 500 Waltham MA 02454-9161
<u>Passed</u>	Golden Harvest 47 State Road 439-2113	Golden Harvest, Inc. 47 State Road Kittery ME 03904
<u>Passed</u>	Henry VIII Carvery 447 US Route 1 451-9882	Henryville LLC 48 Pocahontas Road Kittery Point ME 03905
<u>Passed</u>	Hobie's Grill 355 US Route 1 – <u>Super Shoes</u> 1-978-726-5355	Hobie's Grill, LLC P.O. Box 23 N. Billerica MA 01862
<u>Passed</u>	Island Marina Svc at Badger's Island Marina 27 Badger's Island West 439-3810	Attn: Darren LaPierre Island Marine Service 32 Route 236 Kittery ME 03904
<u>Passed</u>	Kittery Dairy Queen 174 State Road 439-4949	Laurence Salomon P.O. Box 277 Kittery Point ME 03905
<u>Passed</u>	Kittery Food Mart 2 Shapleigh Road 439-0666	Sudhir Seth 841 Main Street Reading MA 01867
<u>Passed</u>	Lil's Cafe 7 Wallingford Square #106 703-2800	Lil's LLC P.O. Box 693 Kittery ME 03904
<u>Passed</u>	Loco Coco's Tacos 36 Walker Street 438-9322	Loco Coco's Tacos Corp. 36 Walker Street Kittery ME 03904
<u>Passed</u>	Maine Meat (MEat) 7 Wallingford Square #104 703-0219	Maine Meat LLC 7 Wallingford Square #104 Kittery ME 03904
<u>Passed</u>	Maine Squeeze Juice Café 7 Wallingford Square #204 603-591-5947	Kittery Juicery LLC 7 Wallingford Square #204 Kittery ME 03904

<u>Passed</u>	McDonald's 335 U. S. Route 1 439-0301	McDonald's Restaurant c/o The Napoli Group 5 Overlook Drive Amherst NH 03031
<u>Passed</u>	Mike's Dogs 8 Dexter Lane, <u>Outlet Mall</u> 207-408-8171	Bill's Grill LLC 15 Prebble Lane York ME 03909
<u>Passed</u>	Misto 436 US Route 1 703-0606	Suzanne's Village Café & Bistro LLC 436 US Route 1 Kittery ME 03904
<u>Passed</u>	Mrs & Me Ice Cream 400 U.S. Route 1 439-1141	Mrs & Me Ice Cream LLC 37 Route 236, Suite 105 Kittery ME 03904
<u>Passed</u>	Navy Yard Bar & Billiard 182 State Road 508-331-1259	Delta Amusement, Inc. 182 State Road Kittery ME 03904
<u>Passed</u>	Pine Tree Country Store 435 U.S. Route 1 439-2212	Lemont & Sons, Inc. P.O. Box 58 Kittery ME 03904
<u>Passed</u>	Portsmouth Harbor Inn & Spa 6 Water Street 439-4040	Astrea, Inc. 6 Water Street Kittery ME 03904
<u>Passed</u>	Potato Dynasty 283 U.S. Route 1 <u>Tanger Outlet</u> 603-828-9161	Sandra Taskiran 75 Norton Road Kittery ME 03904
<u>Passed</u>	Ramada 2 Gorges Road 439-5555	Kittery Hotels, Inc. 2 Gorges Road Kittery ME 03904
<u>Passed</u>	Robert's Maine Grill & Market 326 U.S. Route 1 439-3339	Robert's Maine Grill LLC P O Box 630 Kittery ME 03904
<u>Passed</u>	Rudders Public House 70 Wallingford Square 603-767-5691	JK Restaurants LLC 70 Wallingford Square Kittery ME 03904
<u>Passed</u>	Secret Cove B & B 2 Lawrence Lane 439-4645	Nancy Albertson 1980 W. Cayman Road Vero Beach FL 32963

<u>Passed</u>	Starbucks Coffee #7907 306 U.S. Route 1 451-9701	Starbucks Corporation #7907 P.O. Box 34442 Tax-2 Seattle WA 98124
<u>Passed</u>	Starry Nights Bed & Breakfast 27 Wentworth Street 439-1489	Peter Lamandia 27 Wentworth Street Kittery ME 03904
<u>Passed</u>	Stella's Sweet Café 1 Government Street #3 207-752-3236	Dian R. Wyman 21 Chauncey Creek Kittery Point ME 03905
<u>Passed</u>	Subway 290 U.S. Route 1 439-8511	Maine Subs, Inc. 352 Warren Ave, #7 Portland ME 04103
<u>Passed</u>	Sue's Seafood 33 Old Post Road 439-5608	Susan G. Allen 33 Old Post Road Kittery ME 03904
<u>Passed</u>	Sunrise Grill 182 State Road 439-5748	Sunrise Grill, Inc. 182 State Road Kittery ME 03904
<u>Passed</u>	Tasty Thai 182 State Road 439-9988	Daniel Clarence Raynard 14 Stonecroft, Apt 6 Portsmouth NH 03801
<u>Passed</u>	The Black Birch 2 Government Street 603-320-0149	Black Birch, Inc. 2 Government Street Kittery ME 03904
<u>Passed</u>	The Cajun Lobster 90 Pepperrell Road 703-2397	The Cajun Lobster LLC 90 Pepperrell Road Kittery Point ME 03905
<u>Passed</u>	The Corner Pub 4 Wallingford Square 439-8822	John K. Reed 139 Cass Street Portsmouth NH 03801
<u>Passed</u>	The Dog House 181 State Road 252-4737	Penn Concessions, LLC P.O. Box 465 Kittery ME 03904
<u>Passed</u>	The Farm Bar & Grille 57 State Road 475-0000	BNKittery LLC 57 State Road, Suite 205 Kittery ME 03904

<u>Passed</u>	The Fire Fly Diner 435 US Route 1 207-752-1120	R.C.C.J. LLC 435 US Route 1 Kittery ME 03904
<u>Passed</u>	The Maine Squeeze 7 Wallingford Square #204 703-2079	Kittery Juicery LLC 7 Wallingford Square #204 Kittery ME 03904
<u>Passed</u>	Town Pizza Restaurant 15 Wentworth Street 439-1265	Chios Pizza, Inc. 15 Wentworth Street Kittery ME 03904
<u>Passed</u>	Tributary Brewing Company 10 Shapleigh Road, Suite A 703-0093	Tributary Brewing Co., Inc. 5 Winding Brook Lane South Berwick ME 03908
<u>Passed</u>	Tulsi 20 Walker Street 451-9511	Divine Cuisines, LLC 20 Walker Street Kittery ME 03904
<u>Passed</u>	Union Lobster House 2 Badger's Island West 439-5500	Union Lobster House LLC 1171 Sagamore Ave Portsmouth NH 03801
<u>Passed</u>	Warren's Lobster House 11 Water Street 439-1630	Attn: Scott Cunningham Warren's Lobster House 11 Water Street Kittery ME 03904
<u>Passed</u>	Weathervane Lobster 31 Badger's Island West 439-0335	Attn: Marcia Weathervane Lobster 31 Badger's Island West Kittery ME 03904
<u>Passed</u>	Weathervane Seafood 306 U.S. Route 1 439-0335	Attn: Marcia Weathervane Seafood 31 Badger's Island West Kittery ME 03904
<u>Passed</u>	When Pigs Fly Pizzeria 460 US Route 1 438-7036	Rolling in the Mud, LLC 460 US Route 1 Kittery ME 03904

2015 AMUSEMENT DEVICE LICENSE RENEWAL LIST

BUSINESS

Kittery Premium Outlets
375 US Route 1
439-7993

Navy Yard Bar & Billiard
182 State Road
439-7137

The Corner Pub
4 Wallingford Square
439-8822

APPLICANT

Kittery Premium Outlets
375 US Route 1, Suite 220
Kittery ME 03904

Delta Amusement, Inc.
182 State Road
Kittery ME 03904

John K. Reed
139 Cass Street
Portsmouth NH 03801



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
APR 21 2015

BY: 10:30 AM

RE-APPOINTMENT

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME: JEAN LINCOLN

RESIDENCE: 110 SHEPARD'S COVE

MAILING (if different) KITTERY, ME 03904

E-MAIL ADDRESS: DLINCOLN307@COMCAST.NET PHONE #: (Home) 207-765-0457 (Work)

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|--|--|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input type="checkbox"/> Recycling Scholarship Selection Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input checked="" type="checkbox"/> Other <u>HCC BOARD</u> |

EDUCATION/TRAINING: B.A. Univ. of Michigan

RELATED EXPERIENCE (Including other Boards and Commissions)

RENEWING MY POSITION

PRESENT EMPLOYMENT: RETIRED

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY ☒ Yes ☐ No

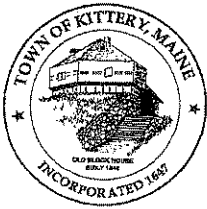
ANY KNOWN CONFLICT OF INTEREST: NO

REASON FOR APPLICATION TO THIS BOARD: SERVICE TO COMMUNITY

I HAVE ☒ HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

Jean Lincoln
SIGNATURE OF APPLICANT

4/21/15
DATE



TOWN OF KITTERY, MAINE

TOWN CLERK'S OFFICE

200 Rogers Road, Kittery, ME 03904

Telephone: (207) 475-1328 Fax: (207) 439-6806

RECEIVED
FEB 24 2015
5:50 PM

APPLICATION FOR APPOINTMENT TO TOWN BOARDS

NAME:

George Dow

RESIDENCE:

1 Bartlett Road, Kittery Pt. ME 03905

MAILING (if different)

E-MAIL ADDRESS:

jomconsult@comcast.net

PHONE #:

(Home) 439-7866 (Work) 603-339-8468

Please check your choices and list in order of priority by marking 1,2,3, etc.:

- | | |
|---|---|
| <input type="checkbox"/> Board of Appeals | <input type="checkbox"/> Board of Assessment Review |
| <input type="checkbox"/> Conservation Commission | <input type="checkbox"/> Mary Safford Wildes Trust |
| <input type="checkbox"/> Comprehensive Plan Update Committee | <input type="checkbox"/> Shellfish Conservation Committee |
| <input checked="" type="checkbox"/> Recycling Scholarship Selection Committee | <input type="checkbox"/> Economic Development Committee |
| <input type="checkbox"/> Parks Commission | <input type="checkbox"/> Open Space Committee |
| <input type="checkbox"/> Port Authority | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Personnel Board | <input type="checkbox"/> Other _____ |

EDUCATION/TRAINING:

Previous Member; MBA w Finance

RELATED EXPERIENCE (Including other Boards and Commissions)

Previous Member w Coastal Services

PRESENT EMPLOYMENT:

TD Bank - N.Y.

ARE YOU A REGISTERED VOTER OF THE TOWN OF KITTERY

☒ Yes

☐ No

ANY KNOWN CONFLICT OF INTEREST:

None

REASON FOR APPLICATION TO THIS BOARD:

Service to Others

I HAVE ☒ HAVE NOT ☐ ATTENDED AT LEAST TWO MEETINGS OF THE BOARD FOR WHICH APPLICATION IS BEING MADE. I AGREE TO ATTEND ALL MEETINGS, EXCEPT FOR SICKNESS OR EMERGENCY, AND WILL ADVISE THE CHAIRPERSON WHEN I AM UNABLE TO ATTEND, IF APPOINTED.

SIGNATURE OF APPLICANT

DATE

2/24/15